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Attorneys for Complainant

**BEFORE THE
PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

BUSTOS, SUNNY
2917 W. Taylor Avenue
Visalia, California 93291

Physical Therapist License No. PT 28941

Respondent.

Case No. 1D 2005 64171

OAH No. 2006110242

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the
above-entitled proceedings that the following matters are true:

PARTIES

1. Steven K. Hartzell, Executive Officer of the Physical Therapy Board of
California (Complainant) brought this action solely in his official capacity and is represented in
this matter by Edmund G. Brown Jr., Attorney General of the State of California, by Jennevee H.
de Guzman, Deputy Attorney General.

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2. Respondent Sunny Bustos (Respondent) is represented in this proceeding by attorney Fredrick M. Ray, whose address is 770 The City Drive, Suite 8100 Orange, California 92868-6927.

3. On or about December 3, 2003, the Physical Therapy Board of California (Board) issued Physical Therapist License No. PT 28941 to Respondent. The license was in full force and effect at all times relevant to the charges brought in Accusation No. 1D 2005 64171 and will expire on April 20, 2007, unless renewed.

JURISDICTION

4. Accusation No. 1D 2005 64171 was filed before the Physical Therapy Board of California for the Department of Consumer Affairs, State of California, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on October 24, 2006. Respondent timely filed his Notice of Defense contesting the Accusation. A copy of Accusation No. 1D 2005 64171 is attached as Exhibit “A” and incorporated herein by reference.

ADVISEMENT AND WAIVERS

5. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. 1D 2005 64171. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

6. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel at his own expense; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

1 **CULPABILITY**

2 8. Respondent admits the truth of the charges and allegations in Accusation
3 No. 1D 2005 64171.

4 9. Respondent agrees that his license is subject to discipline pursuant to
5 Business and Professions Code sections 810, 2660, subdivisions (d) and (l), 2661, and he agrees
6 to be bound by the Board's imposition of discipline as set forth in the Disciplinary Order below.

7 **CONTINGENCY**

8 10. This stipulation shall be subject to approval by the Physical Therapy Board
9 of California. Respondent understands and agrees that counsel for Complainant and the staff of
10 the Physical Therapy Board of California may communicate directly with the Physical Therapy
11 Board regarding this stipulation and settlement, without notice to or participation by Respondent
12 or his counsel. By signing the stipulation, Respondent understands and agrees that he may not
13 withdraw his agreement or seek to rescind the stipulation prior to the time the Physical Therapy
14 Board considers and acts upon it. If the Physical Therapy Board fails to adopt this stipulation as
15 its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or
16 effect, except for this paragraph, it shall be inadmissible in any legal action between the parties,
17 and the Physical Therapy Board shall not be disqualified from further action by having
18 considered this matter.

19 11. The parties understand and agree that facsimile copies of this Stipulated
20 Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same
21 force and effect as the originals.

22 12. In consideration of the foregoing admissions and stipulations, the parties
23 agree that the Physical Therapy Board may, without further notice or formal proceeding, issue
24 and enter the following Disciplinary Order:

25 **DISCIPLINARY ORDER**

26 IT IS HEREBY ORDERED that Physical Therapist License No. PT 28941 issued
27 to Respondent Sunny Bustos is revoked. However, the revocation is stayed and Respondent is
28 placed on three (3) years probation on the following terms and conditions.

1 1. LICENSE SUSPENSION As part of probation, respondent's license shall
2 be suspended for 5 days beginning the effective date of this decision.

3 2. RESTRICTION OF PRACTICE - PROHIBITION OF SELF
4 EMPLOYMENT OR OWNERSHIP Respondent shall not be the sole proprietor or partner in
5 the ownership of any business that offers physical therapy services. Respondent shall not be a
6 Board member or an officer or have a majority interest in any corporation that offers or provides
7 physical therapy services.

8 3. RESTRICTION OF PRACTICE - PROHIBITION OF DIRECT BILLING
9 OF THIRD-PARTY PAYERS Respondent shall not have final approval over any physical
10 therapy billings submitted to any third-party payers in any employment.

11 4. COMMUNITY SERVICES The respondent shall be required to provide
12 20 hours of community service without compensation within the State of California as part of the
13 probation. The respondent shall submit for prior approval a community service program to the
14 Board or its designee.

15 5. EDUCATION COURSE Within 30 days of the effective date of this
16 Decision, respondent shall submit to the Board, or its designee, for prior approval, a continuing
17 education course in ethics. Respondent shall supply documentation verifying satisfactory
18 completion of the course work. This will be signed by the instructor(s) of the courses and
19 evidence, if applicable, of passing grades on exams/tests given by the instructor. Failure to
20 comply with any component of this condition as specified above is a violation of probation.

21 6. PROBATION MONITORING COSTS Respondent shall reimburse all
22 costs incurred by the Board for probation monitoring during the entire period of probation.
23 Respondent will be billed at least quarterly. Such costs shall be made payable to the Physical
24 Therapy Board of California. Failure to make ordered reimbursement within 60 days of the
25 billing shall constitute a violation of the probation order.

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1 7. COST RECOVERY The respondent is ordered to reimburse the Board
2 the actual and reasonable prosecutorial costs incurred by the Board in the amount of \$2,054
3 within 30 days of this Decision. Failure to pay the ordered reimbursement may constitute a
4 violation of the probation order. The filing of bankruptcy by Respondent shall not relieve
5 Respondent of his responsibility to reimburse the Board. If Respondent is in default of his
6 responsibility to reimburse the Board, the Board will collect cost recovery from the Franchise
7 Tax Board, the Internal Revenue Service or by any other means of attachment of earned wages
8 legally available to the Board. Failure to fulfill the obligation could also result in attachment to
9 the Department of Motor Vehicle registrations and/or license renewals.

10 8. OBEY ALL LAWS Respondent shall obey all federal, state and local
11 laws, and statutes and regulations governing the practice, inspections and reporting, of physical
12 therapy in California and remain in full compliance with any court ordered criminal probation.

13 9. COMPLIANCE WITH ORDERS OF A COURT The respondent shall be
14 in compliance with any valid order of a court. Being found in contempt of any court order is a
15 violation of probation.

16 10. COMPLIANCE WITH CRIMINAL PROBATION AND PAYMENT OF
17 RESTITUTION Respondent shall not violate any terms and conditions of criminal probation
18 and shall be in compliance with any restitution ordered, payments or other orders.

19 11. QUARTERLY REPORTS Respondent shall submit quarterly
20 declarations under penalty of perjury on forms provided by the Board, stating whether there has
21 been compliance with all the conditions of probation.

22 12. PROBATION MONITORING PROGRAM COMPLIANCE Respondent
23 shall comply with the Board's probation monitoring program.

24 13. INTERVIEW WITH THE BOARD OR ITS DESIGNEE Respondent
25 shall appear in person for interviews with the Board, or its designee, upon request at various
26 intervals.

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1 14. NOTIFICATION OF PROBATIONER STATUS TO EMPLOYERS The
2 respondent shall notify all present or future employers of the reason for and the terms and
3 conditions of the probation by providing a copy of the Initial Probationary License, Statement of
4 Issues, Accusation and the Decision and Order, or Stipulated Settlement to the employer, and
5 submit written employer confirmation of receipt to the Board within 10 days. The notification(s)
6 shall include the name, address and phone number of the employer, and, if different, the name,
7 address and phone number of the work location.

8 15. NOTIFICATION OF CHANGE OF NAME OR ADDRESS The
9 respondent shall notify the Board, in writing, of any and all name and/or address changes within
10 ten (10) days.

11 16. RESTRICTION OF PRACTICE - TEMPORARY SERVICES
12 AGENCIES The respondent shall not work for a temporary services agency or registry.

13 17. RESTRICTION OF PRACTICE - CLINICAL INSTRUCTOR OF
14 PHYSICAL THERAPY STUDENT INTERNS OR FOREIGN EDUCATED PHYSICAL
15 THERAPIST LICENSE APPLICANTS PROHIBITED Respondent shall not supervise any
16 physical therapy student interns or foreign educated physical therapist license applicants during
17 the entire period of probation. Respondent shall terminate any such supervisory relationship in
18 existence on the effective date of this probation.

19 18. PROHIBITED USE OF ALIASES Respondent may not use aliases and
20 shall be prohibited from using any name which is not him legally-recognized name or based upon
21 a legal change of name.

22 19. TOLLING OF PROBATION The period of probation shall run only
23 during the time respondent is practicing or performing physical therapy within California. If,
24 during probation, respondent does not practice or perform within California, respondent is
25 required to immediately notify the probation monitor in writing of the date that respondent is
26 practicing or performing physical therapy out of state, and the date of return, if any. Practicing or
27 performing physical therapy by the respondent in California prior to notification to the Board of
28 the respondent's return will not be credited toward completion of probation. Any order for

1 payment of cost recovery shall remain in effect whether or not probation is tolled.

2 20. VIOLATION OF PROBATION If respondent violates probation in any
3 respect, the Board, after giving respondent notice and the opportunity to be heard, may revoke
4 probation and carry out the disciplinary order that was stayed. If an accusation or petition to
5 revoke probation is filed against respondent during probation, the Board shall have continuing
6 jurisdiction until the matter is final, and the period of probation shall be extended until the matter
7 is final.

8 21. REQUEST TO SURRENDER LICENSE DUE TO RETIREMENT,
9 HEALTH OR OTHER REASONS Following the effective date of this probation, if respondent
10 ceases practicing or performing physical therapy due to retirement, health or other reasons or is
11 otherwise unable to satisfy the terms and conditions of probation, respondent may request to
12 surrender his license to the Board. The Board reserves the right to evaluate the respondent's
13 request and to exercise its discretion whether to grant the request or to take any other action
14 deemed appropriate and reasonable under the circumstances. Upon formal acceptance of the
15 tendered license, the terms and conditions of probation shall be tolled until such time as the
16 license is no longer renewable, the respondent makes application for the renewal of the tendered
17 license or makes application for a new license.

18 22. COMPLETION OF PROBATION Upon successful completion of
19 probation, respondent's license shall be fully restored.

20 23. CALIFORNIA LAW EXAMINATION - WRITTEN EXAM ON THE
21 LAWS AND REGULATIONS GOVERNING THE PRACTICE OR PERFORMANCE OF
22 PHYSICAL THERAPY Within 90 days of the effective date of this decision, respondent shall
23 take and pass the Board's written examination on the laws and regulations governing the practice
24 of physical therapy in California. If respondent fails to pass the examination, respondent shall be
25 suspended from the practice of physical therapy until a repeat examination has been successfully
26 passed.

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1 24. PRACTICE OR PERFORMANCE OF PHYSICAL THERAPY WHILE
2 ON PROBATION It is not contrary to the public interest for the respondent to practice and/or
3 perform physical therapy under the probationary conditions specified in the disciplinary order.
4 Accordingly, it is not the intent of the Board that this order, the fact that the respondent has been
5 disciplined, or that the respondent is on probation, shall be used as the sole basis for any third
6 party payer to remove respondent from any list of approved providers.

7 ACCEPTANCE

8 I have carefully read the above Stipulated Settlement and Disciplinary Order and
9 have fully discussed it with my attorney, Fredrick M. Ray. I understand the stipulation and the
10 effect it will have on my Physical Therapist License. I enter into this Stipulated Settlement and
11 Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the
12 Decision and Order of the Physical Therapy Board of California, Department of Consumer
13 Affairs.

14 DATED: January 17, 2007.

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16 Original Signed By: _____
17 SUNNY BUSTOS
 Respondent

18 I have read and fully discussed with Respondent Sunny Bustos the terms and
19 conditions and other matters contained in the above Stipulated Settlement and Disciplinary
20 Order. I approve its form and content.

21 DATED: January 17, 2007.

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23 Original Signed By: _____
24 FREDRICK M. RAY
 Attorney for Respondent

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ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Physical Therapy Board of California, Department of Consumer Affairs of the State of California.

DATED: January 18, 2007

EDMUND G. BROWN JR., Attorney General
of the State of California

GAIL M. HEPPELL
Supervising Deputy Attorney General

Original Signed By: _____
JENNEVEE H. DE GUZMAN
Deputy Attorney General

Attorneys for Complainant

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3 **BEFORE THE**
4 **PHYSICAL THERAPY BOARD**
5 **DEPARTMENT OF CONSUMER AFFAIRS**
6 **STATE OF CALIFORNIA**

7 In the Matter of the Accusation
8 Against:

9 Sunny Bustos

10 Physical Therapist License No. PT 28941

Case #: 1D 2005 64171

OAH No.: 2006110242

11 DECISION AND ORDER

12 The attached Stipulated Settlement and Disciplinary Order in case number 1D
13 2005 64171 , is hereby adopted by the Physical Therapy Board, Department of
14 Consumer Affairs, State of California.

15 This decision shall become effective on March 29, 2007 .

16 It is so ordered this February 26, 2007 .

17 Original Signed By:
18 Nancy Krueger, P.T., President
19 Physical Therapy Board
20 of California
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